DESERT WATER AGENCY JULY 5, 2022



BOARD OF DIRECTORS REGULAR MEETING AGENDA

8:00 A.M. OPERATIONS CENTER - 1200 SOUTH GENE AUTRY TRAIL - PALM SPRINGS - CALIFORNIA

Pursuant to Assembly Bill 361 (AB361), there will be no public location for attending in person. This meeting will be held virtually because state and local officials recommend measures to promote social distancing. Members of the public who wish to participate may do so by calling in at:

Toll Free: (253) 215-8782 Meeting ID: 845 0714 3966 Passcode: 611056

or Via Computer:

https://dwa-org.zoom.us/j/84507143966?pwd=THJDd1UyMmINZ0JZVVplaWwxQUQvQT09 Meeting ID: 845 0714 3966

Members of the public who wish to comment on any item within the jurisdiction of the Agency or any item on the agenda may submit comments by emailing sbaca@dwa.org or may do so during the meeting. Comments will become part of the Board meeting record. Board members and staff will be participating in this meeting via teleconference.

*In order to reduce feedback, please mute your audio when you are not speaking.

De acuerdo con el proyecto de Ley de la Asamblea 361 (AB361), no habrá un lugar público para asistir en persona. Esta reunión se llevará a cabo virtualmente porque los funcionarios estatales y locales recomiendan medidas para promover el distanciamiento social. Los miembros del público que deseen participar pueden hacerlo llamando al:

Numero gratuito: (253) 215-8782 ID de reunión: 845 0714 3966 código de acceso: 611056

o a través de la computadora: https://dwa-org.zoom.us/j/84507143966?pwd=THJDd1UyMmINZ0JZVVplaWwxQUQvQT09 ID de reunión: 845 0714 3966

Los miembros del público que deseen comentar sobre cualquier tema dentro de la jurisdicción de la Agencia o cualquier tema en la agenda pueden enviar comentarios por correo electrónico a sbaca@dwa.org o pueden hacerlo durante la reunión. Los comentarios pasarán a formar parte del registro de la reunión de la Junta. Los miembros de la junta y el personal participarán en esta reunión por teleconferencia.

*Para reducir los comentarios, silencia el audio cuando no estés hablando.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

BLOOMER

2. ROLL CALL BACA

- 3. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA: Members of the public may comment on any item not listed on the agenda, but within the jurisdiction of the Agency. Speakers are requested to keep their comments to no more than three (3) minutes. As provided in the Brown Act, the Board is prohibited from acting on items not listed on the agenda.
- 4. PUBLIC COMMENT ON LISTED AGENDA ITEMS: Members of the public may also comment on items listed on the agenda that are not the subject of a public hearing, at this time. Again, speakers are requested to keep their comments to no more than three (3) minutes.

- 5. CONSENT CALENDAR ITEMS: Items listed under the Consent Calendar are considered to be routine and will be acted upon by one motion of the Board without discussion. There will be no separate discussion on these items unless a Board Member requests a specific item to be discussed and/or removed from the Consent Calendar for separate action.
 - A. Receive and File Memo on June 16, 2022 State Water Contractors' Meeting
 - B. Receive and File Minutes of the June 22, 2022 Conservation & Public Affairs Committee Meeting
 - C. Receive and File Minutes of the June 30, 2022 Executive Committee Meeting
 - D. Receive and File May Water Use Reduction Figures
 - E. Request Adoption of Resolution No. 1284 Establishing Tax Rate for Fiscal Year 2022-2023
 - F. Request Adoption of Resolution No. 1285 Updating Signers for U.S. Bank Accounts
 - G. Request Adoption of Resolution No. 1286 Authorizing and Approving Submission for a U.S. Bureau of Reclamation Water and Energy Efficiency Grant Advanced Metering Infrastructure

6. ACTION ITEM:

A. Request Authorization for Finance Director to Execute Independent Contractor Agreement with Change Pros, LLC

SAENZ

7. GENERAL MANAGER'S REPORT

KRAUSE

- 8. DIRECTORS COMMENTS/REQUESTS
- 9. CLOSED SESSION
 - A. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 (d) (1)

Name of Case: Agua Caliente Band of Cahuilla Indians vs. Coachella Valley Water District, et al (Two Cases)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 (d) (1)

Name of Case: Mission Springs Water District vs. Desert Water Agency

C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 (d) (1)

Name of Case: AT&T vs. County of Riverside

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: 0.504 acre west of Indian Canyon Drive between Racquet Club Road and Via Olivera

APN No. 504-260-026 and portions of APN No. 504-260-025 and 504-260-027

Agency Negotiators: Mark S. Krause, General Manager

Negotiating Parties: Gray1 Del Mar, LLC Under Negotiations: Price and terms

E. PUBLIC EMPLOYMENT: GENERAL MANAGER

Pursuant to Government Code Section 549547

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10.	RECONVENE INTO	OPEN SESSION -	· KFPORT FROI	N CL OSED	SESSION

11. ADJOURN

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting is asked to contact Desert Water Agency's Assistant Secretary of the Board, at (760) 323-4971, at least 48 working hours prior to the meeting to enable the Agency to make reasonable arrangements. Copies of records provided to Board members that relate to any agenda item to be discussed in open session may be obtained from the Agency at the address indicated on the agenda.

DECLARATION OF POSTING

Pursuant to Government Code Section 54954.2, I certify that this agenda has been posted at least 72 hours prior to the meeting on the Agency's website at www.dwa.org and at the Agency's main office, 1200 South Gene Autry Trail, Palm Springs, CA.

Sylvia Baca, MMC Assistant Secretary of the Board



BEST BEST & KRIEGER & ATTORNEYS AT LAW

STATE WATER CONTRACTORS MEETING

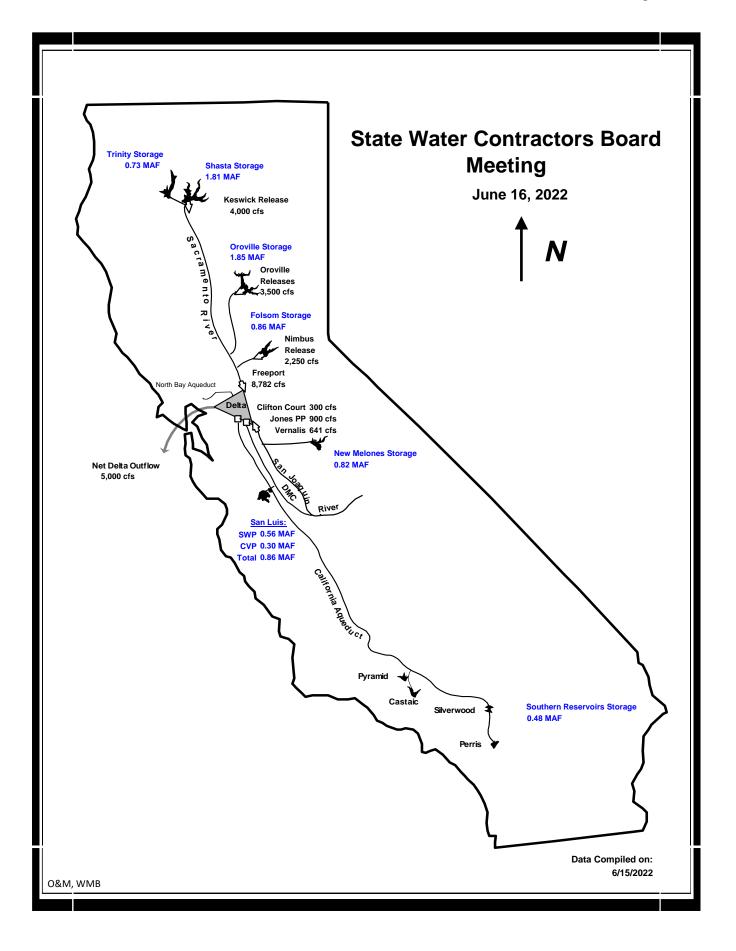
June 16, 2022

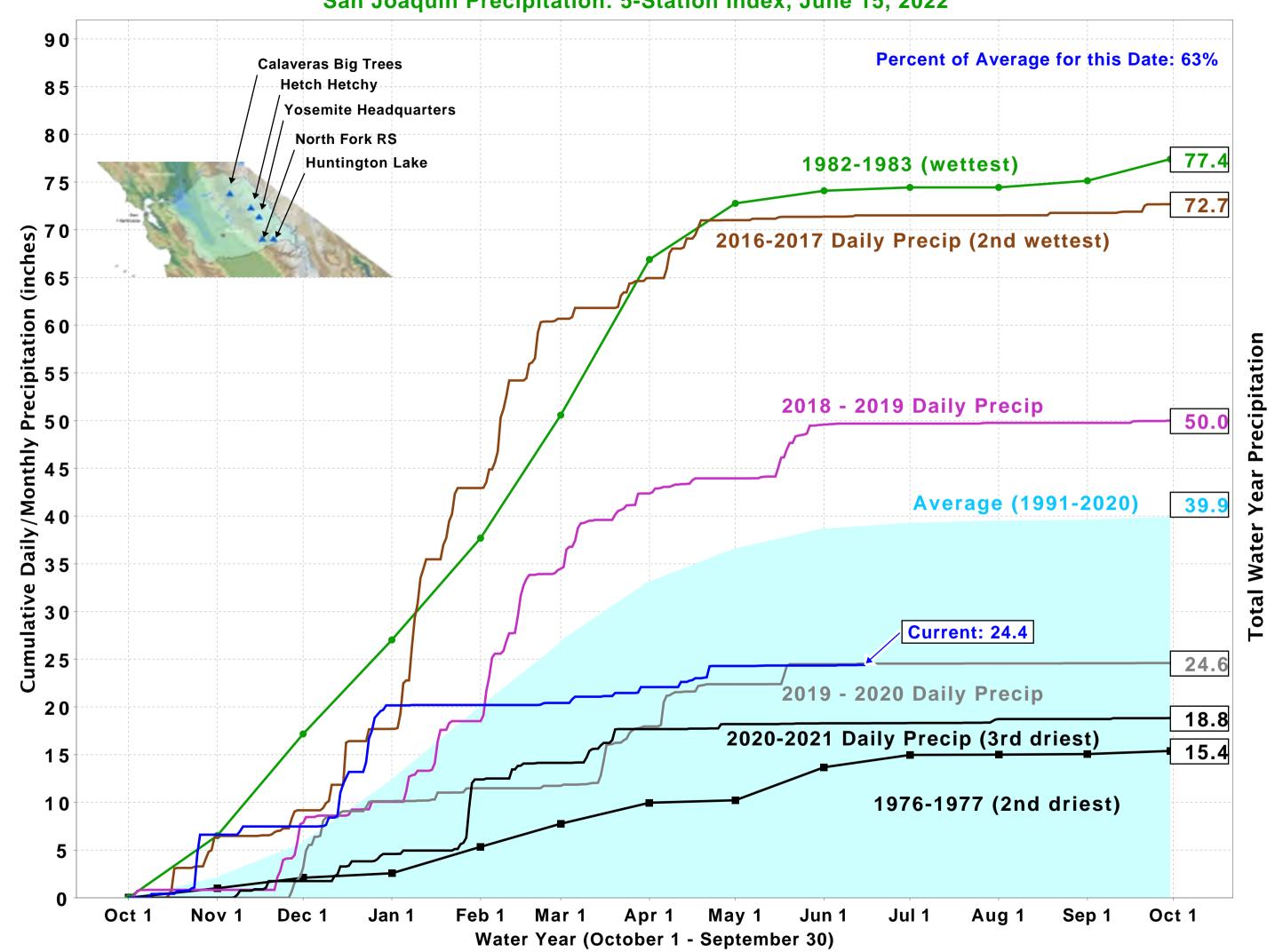
I. LEGISLATIVE REPORT

- (a) SB 1020
 - Accelerates the date for 100% carbon free energy use to 2030
 - DWR has negotiated a number of improvements to original draft

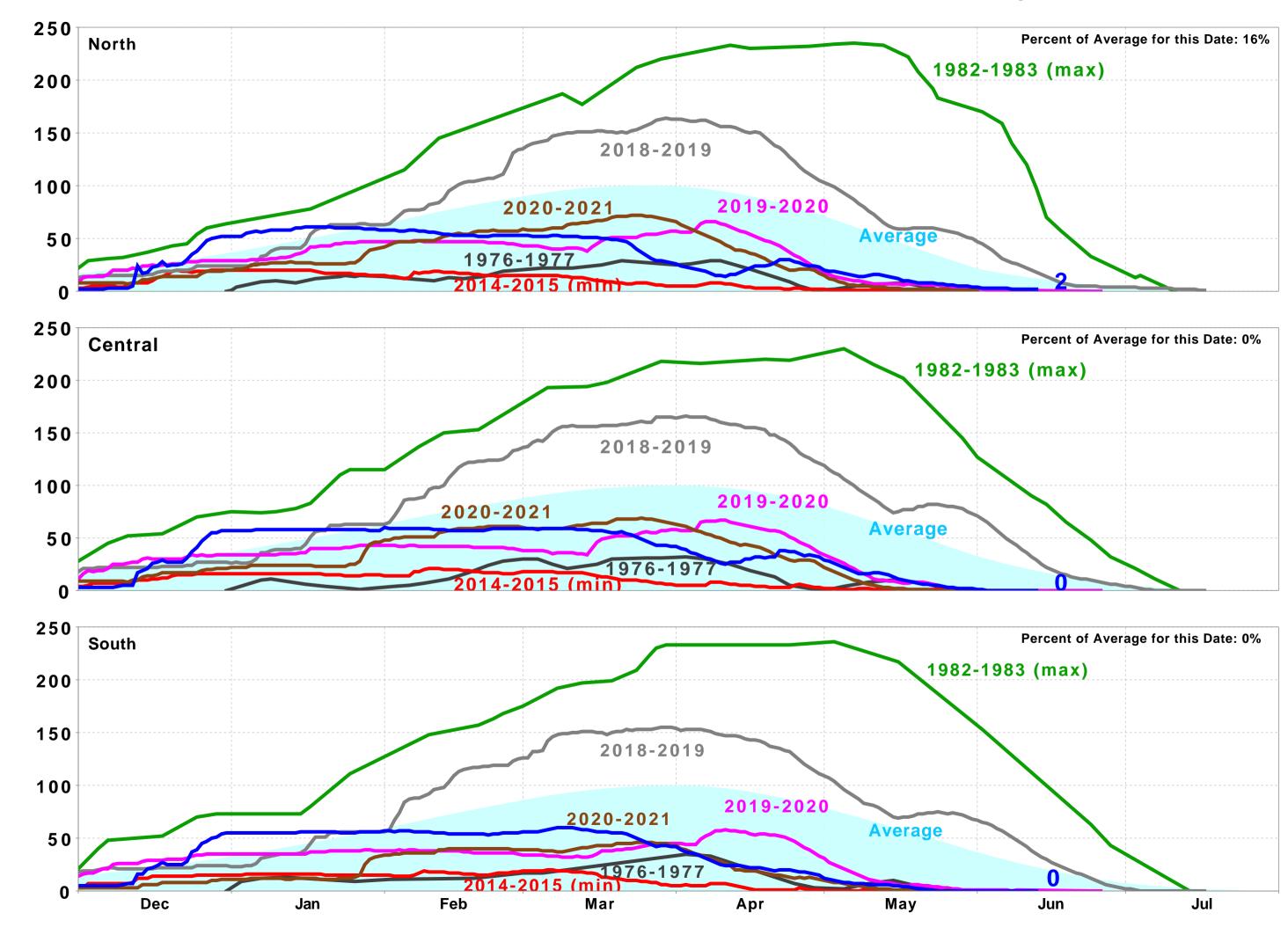
II. DROUGHT UPDATE – DWR Director Karla Nemeth

- (a) Already taking actions assuming dry conditions next year
 - Salinity barriers in Delta will remain in place
 - DWR has filed Temporary Urgency Change Petition with the State Board
- (b) What has happened so far this water year
 - Large storm in October
 - Good rain in December
 - January, February and March very dry, driest in recorded history
- (c) Current conditions
 - Lake Shasta the hardest hit (CVP storage facility)
 - Sacramento Valley Contractors only receiving 18% of normal deliveries
 - Lake Oroville water level very low, but not as bad as last year
- (d) For the rest of this year
 - Storage at Oroville expected to stay above critical storage line (assuming minimum releases to satisfy Feather River Contractors), but below the line for SWC releases
- (e) Conditions next year
 - Starting with very low storage in Shasta and Oroville
 - Very low allocations expected
 - Limited ability to transfer water
 - Need significant conservation now in anticipation of dry year next year



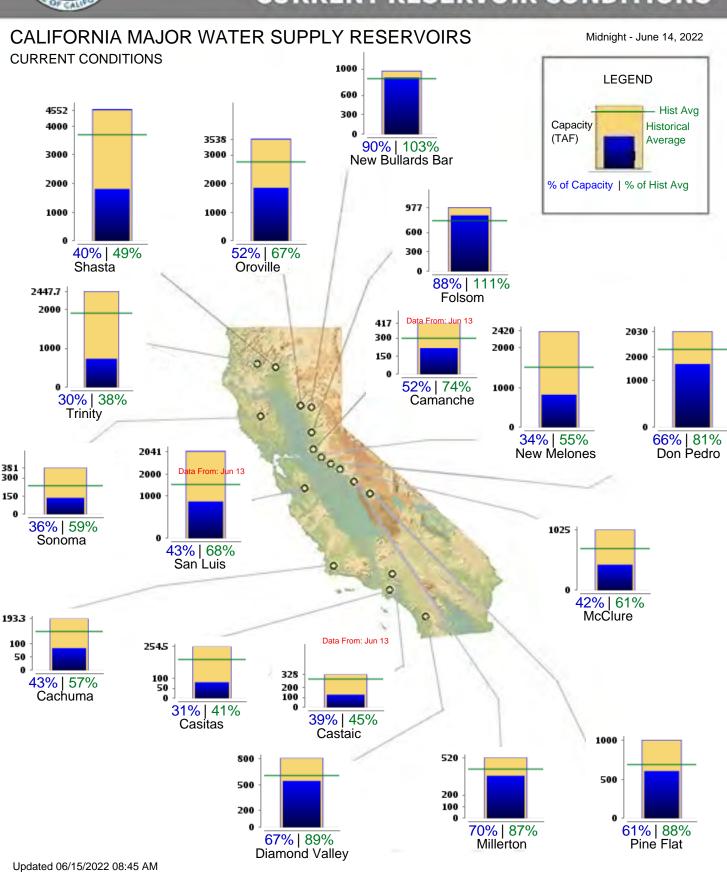


California Snow Water Content, June 13, 2022, Percent of April 1 Average





CURRENT RESERVOIR CONDITIONS



Minutes Conservation & Public Affairs Committee Meeting Agenda June 22, 2022

Directors Present: James Cioffi, Paul Ortega **Staff Present:** Mark Krause, Ashley Metzger

Public Present: Roy Clark

Call to Order

1. Public Comments

None.

2. <u>Discussion Items</u>

A. <u>Level 2 Water Shortage Contingency Plan Implementation Considerations</u>

The Committee discussed the workflow for citations, waivers and appeals. As outlined in Ordinance No. 72, the Executive Committee makes the final determination on water waste citation appeals. The Committee also discussed the transition from \$2 to \$3 for the grass removal program.

B. Public Outreach Update

The Committee reviewed DWA outreach executed to date and several items slated for distribution in the near future, including the updated CV Water Counts campaign.

Adjourn

Minutes Executive Committee Meeting

June 30, 2022

Directors Present: Kristin Bloomer, James Cioffi

Staff Present: Mark Krause, Steve Johnson, Esther Saenz,

Ashley Metzger, Sylvia Baca

Call to Order

1. Public Comments - None

2. Discussion Items

- A. Review Agenda for July 5, 2022 Board Meeting
 The proposed agenda for the July 5, 2022 meeting was reviewed.
- B. <u>Expense Reports</u>
 The May expense reports were reviewed.

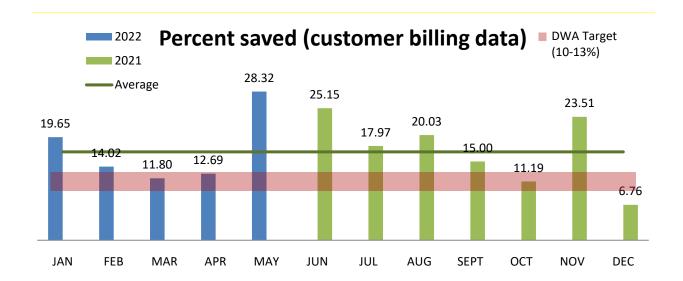
Adjourn

STAFF REPORT TO DESERT WATER AGENCY BOARD OF DIRECTORS

JULY 5, 2022

RE: MAY 2022 WATER USE REDUCTION FIGURES

Desert Water Agency customers achieved a 28.3% reduction in metered potable water consumption per meter during May 2022 compared to the same month in 2013 – the baseline year the State Water Resources Control Board (State Water Board) used to measure statewide conservation achievements during the last drought.



Over the past 12 months, consumption per meter is trending 18.1% lower compared to 2013. DWA is asking its customers to voluntarily save 10-13% compared to 2013 to help achieve long-term sustainability.

The State Water Board has voted for water suppliers to implement Level 2 of their Water Shortage Contingency Plans to reduce water use by up to 20%. DWA use per meter is down 5.4% compared to last May. This was largely before the new rules took effect. Desert Water Agency staff is encouraging and incentivizing conservation to reach the water use reduction goals set by the State. On the following page is additional information for this month.

	,
May 2022 conservation per meter percentage	28.32%
May 2022 consumption per meter	47.53 HCF
May 2013 consumption per meter	66.31 HCF
May 2022 gross conservation percentage	23.10%
May 2022 metered potable consumption	2551.23 AF
May 2013 metered potable consumption	3317.50 AF
The percentage of the Total Monthly Potable Water Production going	57.29%
to residential use only for the reporting month	
Population (projected based on number of active residential meters	73,753
and inclusive of seasonal residents)	
Estimated R-GPCD	272.50
Number of public complaints of water waste or violation of	73
conservation rules received during the reporting month.	
Number of contacts with customers for actual/alleged water waste or	12
for a violation of conservation rules.	
Number of field visits for water waste follow up.	19
Number of citations for violation of conservation rules.	24

STAFF REPORT TO DESERT WATER AGENCY BOARD OF DIRECTORS

JULY 5, 2022

RE: REQUEST ADOPTION OF RESOLUTION NO. 1284 ESTABLISHING TAX RATE FOR FISCAL YEAR 2022-2023

Attached for the Board's review is a copy of Resolution No. 1284, which certifies to the Riverside County Board of Supervisors the Desert Water Agency tax rate for the 2022-2023 Fiscal Year. The taxes collected are used to meet our financial contractual obligations relating to the State Water Project.

Resolution No. 1284 has been reviewed by our attorney, and through the adoption of this resolution, the Desert Water Agency Board of Directors will fix the tax rate of \$0.10 per \$100 of assessed valuation, as adopted in the 2022-2023 General Fund Budget (Same tax rate as 2021-2022). The resolution further directs the County Board of Supervisors to levy such tax rate for the 2022-2023 Fiscal Year on all taxable property within the Agency boundaries.

The attached Summary of Assessed Valuations and Resulting Tax Rates, from the 2022 2023 Desert Water Agency budget, provides a breakdown by source of the estimated property tax revenue.

Fiscal Impact:

The Board of Directors fixing the tax rate of \$0.10 per \$100 of assessed valuation will provide \$37,264,000 in estimated property tax revenue, as included in the 2022-2023 General Fund Budget.

Recommendation:

Staff recommends adoption of Resolution No. 1284 establishing the tax rate for the 2022-2023 Fiscal Year of \$0.10 per \$100 of assessed valuation. Following adoption of this resolution, Staff will submit a copy to the County Board of Supervisors to be included on their upcoming agenda for adoption.

Attachments:

- 1. Resolution No. 1284
- 2. Summary of Assessed Valuations and Resulting Tax Rates (Desert Water Agency 2022 2023 Budget, Page 21)

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RESOLUTION NO. 1284

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DESERT WATER AGENCY DETERMINING, CERTIFYING, AND DIRECTING 2022-2023 LEVIES PURSUANT TO SECTION 27 OF THE AGENCY ACT AS AMENDED

WHEREAS, Section 27 of the Agency's enabling act provides that the Board of Directors shall determine the amounts of money necessary to be raised by taxation during the fiscal year, and shall fix the rate or rates to be levied which will raise the amounts of money required by the Agency, and within a reasonable time previous to the time when the Board of Supervisors of Riverside County is required by law to fix its tax rate, the Board of Directors shall certify to the Board of Supervisors the rates so fixed and shall furnish a statement in writing containing: (a) an estimate of the minimum amount of money required to be raised by taxation for the payment of principal and interest on any bonded debt of the Agency; and (b) an estimate of the minimum amount of money to be raised by taxation for all other purposes of the Agency; and

WHEREAS, these general provisions of law have been amended in part by the statutes enacted in response to the passage of Proposition 13 in June, 1978, (Article XIIIA of the California Constitution); and

WHEREAS, Section 93(a) of the Revenue and Taxation Code limits the ability of the Agency to levy ad valorem property taxes, except for that amount which is equal to the amount needed to make annual payments for the interest and principal on general obligation bonds or other indebtedness approved by the voters prior to July 1, 1978; and

WHEREAS, Section 93(b) of the Revenue and Taxation Code further provides that for other purposes of local government, the County shall levy an ad valorem property tax equal to \$1.00 per \$100 of assessed valuation, and the revenues from such tax are to be distributed to local agencies in accordance with the provisions of Sections 95 et seq. of the Revenue and Taxation Code; and

WHEREAS, this Agency has a contractual obligation to make annual payments to the State of California pursuant to its Water Supply Contract dated October 17, 1962; and

WHEREAS, such contractual obligation constitutes indebtedness approved by the voters of the State prior to July 1, 1978 within the meaning of Article XIIIA of the California Constitution and Section 93(a) of the Revenue and Taxation Code; and

WHEREAS, this Agency has been advised by the Assessor of Riverside County that the assessed valuation of the property within the Agency for the fiscal year 2022-2023 is \$19,811,048,016.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Desert Water Agency as follows:

- 1. The Board does hereby determine that the minimum amount necessary to be raised by taxation during the fiscal year 2022-2023 for payment of indebtedness to the State of California pursuant to the Water Supply Contract of the Agency, dated October 17, 1962, is \$35,670,000 and does hereby fix a tax rate of \$0.10 per \$100 of assessed valuation upon all taxable property within the Agency, which will raise such required sum.
- 2. An estimate of the minimum amount of money required to be raised by taxation during the fiscal year for all other purposes of the Agency is \$1,594,000.
- 3. The Board does hereby certify to the Board of Supervisors of Riverside County that for the Fiscal Year 2022-2023 it has fixed the tax rate of \$0.10 per \$100 of assessed valuation for payments due under its State Water Contract, and does hereby direct that such Board of Supervisors, at the time and in the manner required by law for levying of taxes as may be levied by the Board of Supervisors, shall levy such tax rate for the fiscal year 2022-2023 upon all taxable property within the Agency.
- 4. The determination of the amount necessary to be raised by taxation which is set forth in Paragraph 1 of this resolution shall constitute the statement in writing required to be filed with the Board of Supervisors pursuant to Section 27 of the Agency's enabling act. The tax rate set herein is fixed pursuant to such Section 27, and Section 93(a) of the Revenue and Taxation Code, and shall be in addition to the allocation of the general tax levy distributed to this Agency pursuant to Section 93(b) of the Revenue and Taxation Code.
- 5. In meeting the obligations due under its State Water Contract, the Agency relies first and to the extent feasible upon replenishment assessments and revenues derived from

rates and charges for the delivery of water and for the replenishment of groundwater supplies, and other non-tax sources of funds. However, the Board does hereby find and determine that such revenues are and will be insufficient to meet the payments due under the State Water Contract during the fiscal year 2022-2023, and that it is necessary to levy the tax rate fixed herein in order to make such payments. This tax rate does not constitute an increase or a decrease in the Agency's reliance upon water rates or other charges in order to make its required payments to the State.

6. A certified copy of this Resolution shall be filed with the Board of Supervisors of Riverside County, and the office of Auditor-Controller of Riverside County, forthwith.

ADOPTED this 5th day of July 2022.

	Kristin Bloomer, President
ATTEST:	
Joseph K. Stuart, Secretary-Treasurer	

DESERT WATER AGENCY GENERAL FUND BUDGET 2022 - 2023

SUMMARY OF ASSESSED VALUATIONS AND RESULTING TAX RATES

Assessed Valuations

Secured \$18,589,114,321 Unsecured \$797,977,267

Total Estimated Assessed Valuations* \$19,387,091,588

Tax Rate	2021-2022	2022-2023	
Secured	\$0.10	\$0.10	
Unsecured	\$0.10	\$0.10	

Estimated Revenue from Property Taxes

 Secured
 \$18,589,000

 Unsecured
 \$798,000

 SBE Unitary
 \$14,823,000

 RPTTF
 \$1,460,000

 County 1% General Purpose Allocation
 \$1,594,000

TOTAL ESTIMATED PROPERTY TAXES

\$37,264,000

^{*} Assessed values reflect a combined 2.14% delinquency and value adjustment factor for secured and unsecured valuations

STAFF REPORT TO DESERT WATER AGENCY BOARD OF DIRECTORS

JULY 5, 2022

RE: REQUEST ADOPTION OF RESOLUTION NO. 1285 UPDATING SIGNERS FOR U.S. BANK ACCOUNTS

Attached for the Board's review is Resolution No. 1285, which updates authorized signers for U.S. Bank.

The Agency requires two authorized signers to execute any Accounts Payable check. This requirement of multiple signers has given rise to the need to add an additional signer to the Agency's U.S. Bank accounts to ensure timely payment of Agency bills for periods of time where two current authorized staff signers are not available.

The updated bank account resolution includes Board President Kristin Bloomer, Vice President James Cioffi, Secretary-Treasurer Joseph K. Stuart, Director Patricia G. Oygar, Director Paul Ortega, General Manager Mark S. Krause, Assistant General Manager Steve Johnson, Finance Director Esther Saenz, Controller Samantha Lopez, and the addition of Accountant Glendale Berdan will be the authorized signers on the U.S. Bank accounts.

Changes with regard to signers require an update to the existing resolution.

Fiscal Impact:

None

Recommendation:

Staff recommends that the Board of Directors adopt Resolution No. 1285. Upon adoption of the above referenced resolution, a certified copy will be provided to U.S. Bank in order to update the Agency's accounts.

Attachments:

Attachment #1 - Resolution No. 1285

RESOLUTION NO. 1285

A RESOLUTION OF THE BOARD OF DIRECTORS OF DESERT WATER AGENCY UPDATING AUTHORIZED SIGNERS FOR U.S. BANK

WHEREAS, on May 1, 2018, the Desert Water Agency Board of Directors adopted Resolution No. 1178 Authorizing the Establishment of Checking Accounts with U.S. Bank for the purpose of handling receipts and disbursements for the Operating, General and Wastewater Accounts, further updated by Resolution No. 1246 (Updating Authorized Signers); and

WHEREAS, the Agency desires to change the designation of persons authorized to make such withdrawals;

NOW, THEREFORE, BE IT RESOLVED that the Agency does hereby authorize the following individuals; any two acting together, to withdraw funds from said accounts by checks, drafts or other items for and on behalf of this Agency. All checks of the Agency bearing the words, "Payroll Check" may be signed by any one of the following designated authorized signers.

Kristin Bloomer Mark Krause

James Cioffi Steven Johnson

Joseph K. Stuart Esther Saenz

Patricia G. Oygar Samantha Lopez

Paul Ortega Glendale Berdan

BE IT FURTHER RESOLVED that the authority hereby conferred shall remain in force until U.S. Bank has received notification of revocation of such action by the Board of Directors of this Agency.

BE IT FURTHER RESOLVED that a certified copy of this resolution be transmitted to U.S. Bank and hereby updates Resolution No. 1246.

ADOPTED this 5th day of July 2022.

	Kristin Bloomer, President
ATTEST:	
Joseph K. Stuart, Secretary-Treasurer	

STAFF REPORT TO DESERT WATER AGENCY BOARD OF DIRECTORS

JULY 5, 2022

RE: REQUEST ADOPTION OF RESOLUTION NO. 1286 AUTHORIZING & APPROVING APPLICATION SUBMISSIONS - U.S. BUREAU OF RECLAMATION WATER & ENERGY EFFICIENCY GRANT PROGRAM FOR AMI

The Agency is seeking additional funding through USBR's WaterSMART Water & Energy Efficiency Grant Program (WEEG). The Agency successfully earned a \$500,000 grant through this program in fiscal year 2020.

It became clear that the Agency's efforts to transition to an Advanced Metering Infrastructure (AMI), currently underway, would also be a strong candidate for this same grant funding. The project, a portion of which we are seeking grant funds for, will eliminate the need to walk or drive by water meters to collect reads. This program is expected to yield significant leak reduction and water savings by providing customers with near real-time water use data.

The Agency plans to submit a \$500,000 grant application to USBR's WEEG program no later than July 17 with grant writing assistance from Engineering Solutions Service, who helped DWA earn its previous grant award from USBR's WEEG program for AMI. The Agency would have a two-year timeframe to complete the project – with tentative completion in the second half of 2025.

USBR applications require a resolution by the Agency to commit the matching funds needed for the grant. Resolution No. 1286, for the AMI project, notes that the matching funds would come exclusively from the Agency's budget though staff will remain alert to other grant opportunities that could offset Agency expenditure.

Fiscal Impact:

If awarded, the Agency's capital improvement budget will be offset by the government grant revenue received, providing an overall decrease in Agency expenditures of \$500,000. Finance Director Saenz has reviewed this report.

Recommendation:

Staff recommends adoption of Resolution No. 1286 authorizing and approving application submissions to US Bureau of Reclamation Water & Energy Efficiency Grant Program for AMI.

Attachments:

Attachment #1: Resolution No. 1286

RESOLUTION NO. 1286

RESOLUTION OF THE BOARD OF DIRECTORS OF DESERT WATER AGENCY AUTHORIZING AND APPROVING SUBMISSION FOR A US BUREAU OF RECLAMATION WATER AND ENERGY EFFICIENCY GRANT FOR ADVANCED METERING INFRASTRUCTURE

- **WHEREAS**, the Desert Water Agency was established by an Act of the California Legislature in 1961 as a public water management agency; and
- WHEREAS, the Agency views water conservation investments as a critical strategy to meet future water needs; and
- WHEREAS, working with members of our own community to achieve local water conservation gains is an ideal approach; and
- **WHEREAS**, customers will have easy and quick access to water use and billing data. Case studies have shown that communities that upgrade to AMI systems can achieve water consumption savings of at least 15 percent, and
- WHEREAS, AMI is the best available technology and also promotes operational efficiencies because once the program is fully developed, manual meter reading will not be necessary.
- WHEREAS, Desert Water Agency intends to submit an application for five hundred thousand dollars in financial assistance from the United States Bureau of Reclamation through its WaterSMART Water and Energy Efficiency Grant program in fiscal year 2023; and
- WHEREAS, the funding requested is for a phase of the Desert Water Agency Advanced Metering Infrastructure Program that includes the installation of radio transmitters at customer meters; and
- WHEREAS, the U.S. Department of the Interior, Bureau of Reclamation, Policy and Administration requires Governing Body approval for submission of an application; and
- **WHEREAS**, if successful, the Agency will use its own budgeted funds for the matching funds in the funding plan submitted with the application; and
- WHEREAS, Desert Water Agency will work with the Bureau of Reclamation to meet established deadlines for entering into a cooperative agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Desert Water Agency hereby authorizes staff to sign and submit an application for grant funding through the United States Bureau of Reclamation's Water and Energy Efficiency Grant program and authorizes the General Manager, or his designee, to carry out the Agency's responsibilities under the grant agreement.

ADOPTED this 5 th day of July, 2022.		
	Kristin Bloomer, President	_
ATTEST:		
Joseph K. Stuart, Secretary-Treasurer		

STAFF REPORT TO DESERT WATER AGENCY BOARD OF DIRECTORS

JULY 5, 2022

RE: REQUEST AUTHORIZATION FOR FINANCE DIRECTOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH CHANGE PROS, LLC

On June 7, 2022, the Desert Water Agency Board of Directors authorized the Finance Director to execute the Tyler Technologies Software as a Service Agreement for the Tyler Munis ERP solution, DWA 2.0 project. Tyler Munis will replace many of the Agency's current, disparate, 3rd party systems that manage the day-to-day operations of the Agency. This agreement marks the beginning of an anticipated 19-month implementation process, with an estimated completion in January 2024.

In the beginning stages of the DWA 2.0 project, SingerLewak Business Informatics led the Agency through a risk assessment to identify potential risks that may keep the Agency from a successful implementation of a new ERP system. During this assessment, it was identified that implementing DWA 2.0 will require significant Agency staff time in addition to staff's normal workload.

As a result of this identified risk, the Agency developed the following steps to mitigate this risk:

- 1. Added an additional senior level Accounting Department staff member Complete
- 2. Negotiated the Tyler SaaS contract to include additional implementation hours Complete
- 3. Contract with an independent Program Manager to assist with the DWA 2.0 implementation Not Complete

The Program Manager will assist with developing and tracking project plans, risks, milestones, and deliverables from Tyler as well as Agency staff to ensure that we stay on track with the DWA 2.0 implementation.

Fiscal Impact:

The independent contractor agreement is estimated at \$541,000, representing an approximated 40-hour work week for 24-months. These costs are already included in the DWA2.0 ERP Work Order budget (WO # 20-178-M).

Recommendation:

Staff recommends the Board of Directors authorize the Finance Director to execute the Independent Contractor Agreement with Change Pros, LLC, to include the attached Statement of Work and additional Statements of Work as required for the DWA 2.0 Technology Transformation project during the contract term of 24-months.

Attachments:

- 1. Independent Contractor Subcontract Agreement
- 2. Appendix A: Statement of Work



INDEPENDENT CONTRACTOR SUBCONTRACT AGREEMENT

This Subcontract Agreement (Agreement) is made and effective July 5, 2022, and remaining in effect for a term of 24 months with the option to extend for additional mutually agreed upon term(s).

BETWEEN: Desert Water Agency (Agency), a Special District of the State of California located at:

1200 Gene Autry Trail South Palm Springs, CA 92264

AND: Iris Hsu, Managing Member of Change Pros LLC (Contractor), a company/individual organized and existing under the laws of Colorado of the United States, with its head office located at:

Change Pros LLC 3259 Red Cavern Rd Colorado Springs, CO 80908

PREAMBLE

The Agency wishes to engage the Contractor, and Contractor wishes to provide consulting services to Client of the Agency based on the terms and conditions set out in this Agreement, hereafter referred to as the "Master Agreement".

Therefore, in consideration of the shared intent, mutual covenants and agreements contained herein, the parties agree to be bound as follows:

1. DUTIES, REPRESENTATIONS AND WARRANTIES

The Agency engages the Contractor and the Contractor accepts the Agency's engagement to provide consulting services (hereafter referred to as "Services" to the Client). The Agency and the Contractor will enter into supplementary contracts, also known as "Statements of Work" (SOW), which will include but not be limited to terms specifying the services to be provided to the client, start and completion dates, the compensation and the method of payment by The Agency to the Contractor.

The Statement of Work will be substantially in the format attached to this Agreement as Appendix A. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, Contractor makes the following representations and warranties:

a. That Contractor is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between Contractor and any other person, firm or organization or any law or governmental regulation.

- b. That Contractor possesses the skill, knowledge, education and training, and has sufficient time and resources, to faithfully perform its obligations under this Agreement.
- c. That Contractor shall devote its best efforts to fulfilling the duties described herein and shall spend sufficient working time to perform such duties to the best of Contractor's skill and ability.
- d. That Contractor will bear all expenses incurred in the performance of its obligations under this Agreement unless otherwise agreed upon in SOW. These expenses include but are not limited to remote office setup and continued operation, software and hardware needed to perform duties specified in the SOW If DWA staff are to access software directly, DWA will cover the cost of their own access.
- e. The Agency will cover expenses for travel to on-site location. This includes flight, hotel/lodging, car rental, and food.

2. COMPENSATION

The Agency agrees to pay the Contractor compensation for the services agreed upon between The Agency and the Contractor as required by the Client's project as set out in the SOW.

The Contractor will submit invoices monthly which specify the client, project, consulting days (or hours) worked, professional fees and related business expenses. The Agency will pay such compensation to the Contractor by check, unless otherwise agreed to, within 30 days of the date of the Contractor's invoice.

Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. STANDARDS AND DELIVERABLES

The work performed and the resulting deliverables, outputs, outcomes, products or reports produced by the Contractor will be suitable for their intended purpose.

The Contractor will, in the course of performance of the Services, create and maintain files, working papers and records relating to the performance of the Services as directed by The Agency and/or The Client. Such files, working papers and records, including any appendices, attachments or supporting information will be the sole and absolute property of The Agency.

4. INFORMATION, DATA AND MATERIALS

When requested, the Contractor will promptly disclose and provide The Agency fully and completely, together with all related and supporting data, information, reports, methods, formulae, computer designs, inventions, software specifications, manuals, and visual aids (hereafter collectively and individually referred to as "Information, Data and Materials") created, procured, conceived or prepared by the Contractor as a consequence of the performance of the Service reference in this Master Agreement or under a Statement of Work.

All such Information, Data and Materials will be deemed to be confidential and will be the sole and exclusive property of The Agency / Client as set out in Section 5 below.

5. OWNERSHIP OF INFORMATION, DATA AND MATERIALS

Information provided to the Contractor by or at the discretion of The Agency or a Client or develop by the Contractor in carrying out its duties under this agreement and/or a Statement of Work, all Information, Data and Materials will be the property of and assigned by the Contractor unconditionally to The Agency or as The Agency may direct, without additional compensation to the Contractor.

6. CONFIDENTIALITY REQUIREMENTS

The Contractor will maintain confidentiality and will not disclose, use or publish any information relating to the Agency, the Agency's business, the Services, the consulting assignment the Master Agreement or the Statement of Work except as required to carry out its duties to the Agency except in circumstances where prior written consent has been obtained from the Agency to allow such disclosure, use or publishing. Contractor shall, upon request of the Agency, immediately return any such confidential information and all copies thereof in any form whatsoever under the power or control of Contractor to the Agency, and delete such information from retrieval systems and databases or destroy the same as directed by the Agency.

Information will include but not limited to materials concerned with; pricing, commercial contracts, financial models, methods and data, key controls, technical data, product specific information, computer software, and documentation.

Notwithstanding anything in this Agreement to the contrary, the Contractor retains the right to disclose, use or publish any information that is in the public domain or otherwise becomes known to the public through no fault of the Contractor.

This clause will continue to force for a period of two (2) years after termination of this Master Agreement and/or the Statement of Work covering the assignment, whichever data being the later.

The Contractor will maintain as confidential all details of compensation or remuneration with, but not limited to the following parties: client, Agency staff, or other members of The Agency project team.

7. COPYRIGHTS

Any work that is capable of protection under copyright created by the Contractor during the performance of the Services will be the property of the Agency as author and owner of the copyright in such work.

The Contractor will, without charge to the Agency (except as set out below) execute, acknowledge and delivery to The Agency all papers, assignments and application of copyright registration or renewal, as may be necessary to enable The Agency to protect or publish said works by copyright or otherwise in any and all countries.

For a period of two years from the latest of the date of expiry or termination of this Master Agreement or the Statement of Work under which the work is created, the Contractor will render all such assistance as the Agency may require in any legal or other proceedings of litigation involving the right in said works provided however that The Agency gives reasonable notice to the Contractor of the need for said assistance to the Contractor and provides reasonable compensation to the Contractor for such assistance.

Further, the Contractor agrees to provide similar assistance and support to any nominee, successor, agent of assignee of the Agency.

Contractor represents and warrants to Agency that (a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to Agency that it is performing under the Agreement; (b) Contractor will not violate the terms of any agreement with any third party; and (c) the Services and any work product thereof are the original work of Contractor, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party. Contractor shall defend, indemnify and hold Agency and its successors, assigns and licensees, harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Agency, or

Agency's employees, breach or alleged breach of any representation, warranty or covenant in this Agreement, and/or from the acts or omissions of Contractor or Contractor's employees.

8. INDEMNITY

The Contractor will indemnify and defend The Agency, together with its officers, agents, subcontractors, subsidiaries, affiliates and employees, and hold them harmless from any and all claims, demands, causes of action, damage, loss, expense, liability, lawsuits, judgments, including attorneys' fees and costs, arising out of willful or negligent acts or omissions by the Contractor in connection with this Agreement.

Said indemnity will extend to include damage to property, injuries to or death of any persons, including but not limited to the Contractor, employees or subcontractors of the Contractor, all other persons undertaking any element of the Services and Agency staff arising from or in connection with such acts or omission of the Contractor, employees or subcontractors of the Contractor.

The Contractor's duty to indemnify and defend the Agency shall not extend to injury or damage resulting from the Agency's own negligence or failure to exercise its own responsibilities under this Agreement.

9. COMPLIANCE BY CONTRACTOR

With respect to Services performed by the Contractor, employees or subcontractors of the Contractor, the parties will:

- a. Safety and Security Regulations of the Agency Comply with all of the security and safety regulations in effect as they apply and are required by the Agency.
- b. Payment of Taxes and notifications to Tax Authorities Adhere to and comply with the obligations of the Internal Revenue Service (IRS), Franchise Tax Board (FTB) or other Tax Authorities, as appropriate to the jurisdiction under which the assignment is undertaken. The contractor will operate within the requirements of all tax laws and regulations, and interpretations thereof, and be solely responsible for reporting the entire compensation paid under this Master Agreement and any Statement of Work and ensure timely settlement of all taxes and other similar deductions, and all payments or premiums made for workers' compensation cover, including but not limited to National Insurance, Pension, and Healthcare contributions or other payments as required by law.
- c. Laws and Regulations Comply with all laws and regulations that are applicable to the jurisdiction in which the Services will be provided.
- d. Insurance Obtain and maintain in force insurance cover of the types and in the amounts as follows:
 - 1. Professional Liability Insurance with limit of \$250,000 per claim or occurrence and \$500,000 in aggregate.

10 KEY PERSONNEL

The Contractor acknowledges that its selection by the Agency as a candidate organization to undertake the Service for the Client was predicated on representations made to the Agency by the Contractor prior to the date of the Master Agreement.

And the Further, it is understood and agreed by the Contractor that any Services performed under this agreement will be performed or directly supervised by certain key personnel of the Contractor business, with those individuals being regarded as essential to the successful delivery of the Service being proposed ("Key Personnel").

The Key Personnel for each successive project will be named in the Statement of Work.

11. ENTIRE AGREEMENT

This Master Agreement sets forth the entire framework Agreement between the parties and may not be altered or amended except in writing signed by both parties.

12. RELATIONSHIP OF PARTIES

The Contractor will be engaged or retained by the Agency only for the purposes and to the extent set out in this Agreement and any supplementary Statements of Work.

Both the Agency and the Contractor agree that Contractor's relationship to the Agency will be during the period or periods that Services are provided, that of an independent Contractor, not that of Employee and Employer. Nothing in this Agreement shall be interpreted as creating or establishing an employment relationship, partnership, agency, or joint venture between Agency and Contractor. During times when the Contractor is not committed or obliged under the terms of this agreement the Contractor will be at liberty to dispose of such portion of its time, skill and energy in any manner that the Contractor sees fit.

This Agreement will not establish a partnership, agency or joint venture between the Agency and the Contractor. The Contractor will not be considered under this Agreement or otherwise as having the status of an employee or be entitled to participate in any schemes, plans, arrangements or distributions by the Agency pertaining to or in connection with any financial benefit or benefit in kind including but not limited to retirement benefits, bonus arrangements, medical benefits, or other benefits that may be provided from time to time to Agency employees. Contractor shall have no authority to act as an agent for, or on behalf of, Agency, or to represent Agency or bind Agency in any manner.

Contractor and its agents and employees, shall not be entitled to any benefits that Agency may make available to its own employees, including but not limited to healthcare coverage, worker's compensation insurance, vacation or sick pay.

Contractor acknowledges that the following circumstances shall not have the effect of converting Contractor to employee status, nor shall it be imputed to Agency adversely in any way: (i) any inadvertent or mistaken reference by any of Agency's agents to Contractor as an "employee," or to Agency as "employer"; (ii) any method of compensation or payment interval that resembles payment to employees, or any compensation practice which would appear to comply with state or federal wage-hour laws applicable only to employees; or (iii) any other inadvertent treatment of Contractor by Agency, or its agents, that is inconsistent with Contractor's Independent Contractor status. Contractor shall be responsible for providing, at Contractor's own expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

Contractor shall determine the method, details and means of performing the described Services. Agency shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's Services.

Contractor is free to perform services for others, or to be employed by other entities, except to the extent that doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest.

13. ASSIGNMENT OF OBLIGATIONS OF RIGHTS

Obligations or right under this Master Agreement or Statements of Work may not be assigned by the Contractor other than with prior written consent of the Agency.

14. NON-WAIVER

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise of said rights will be deemed to constitute a waiver of such right or of any other rights set out in this agreement.

TERM AND TERMINATION

Unless otherwise agreed in writing by the parties, this Agreement will terminate upon the first to occur:

- a) Twenty-four (24) months from the date first written above;
- b) Upon the event of termination of the contract between the Contractor and the Client pursuant to which the Contractor is providing the Services;
- c) Or if fourteen (14) business day written notice is provided by one Party to the other Party that the writing Party wishes to terminate the agreement on an "at-will" basis.

However, if this agreement would ordinarily terminate as a consequence of either (a) or (b) above, the Agency will have the right, at its sole discretion, to extend or modify the term of this Master Agreement and/or any Statement of Work by giving written notice of such extension or variation to the Contractor at the Contractor's address as recorded on the first page of this agreement. Prior to an extension or modification to the terms of this Master Agreement and/or any Statement of Work becoming effective, Contractor will be required to submit its approval of the extension or modification, in writing to the Company.

Either party may terminate this Agreement immediately for "Cause." Cause shall mean: (a) material breach of this Agreement not cured within ten (10) days after receipt of written notice; (b) any action by which the Contractor becomes insolvent and/or files for bankruptcy protection; and (c) commission of any material act of fraud or dishonesty against the other Party.

16. INDEPENDENT CONTRACTOR TIME AWAY FROM WORK

Both parties agree that Contractor will be permitted to take up to five weeks off from work during the term of this Agreement, provided that Contractor give the Agency at least fourteen (14) calendar days written notice.

17. LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of California. Any action instituted by either Party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state court located in Riverside County, California. Each Party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, having jurisdiction in the State of California, County of Riverside. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, each party shall be responsible for its own attorney's fees, costs and other expenses.

If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

Signed:
On behalf of Desert Water Agency
Ву:
Print Name: <u>Esther Saenz</u>
Title: Finance Director
Date:
On behalf of The Contractor: Change Pros LLC By:
Print Name: <u>Iris Hsu</u>

Date: _____

Independent Contractor – Subcontractor Agreement

Statement of Work (SOW) Appendix A

Business Transformation Program Manager

Background, Purpose

The full time, contract/temporary Business Transformation Program Manager will lead the execution of a series of business transformation-style projects, starting with the largest effort of implementing an Enterprise Resource Planning (ERP) solution (aka DWA 2.0 Project) that will assist in transitioning the organization to more effectively service DWA customers and maximize the efficiency and productivity of staff and vendor / partners. This manager will report to DWA's Finance Director, a member of the senior leadership team and the executive project sponsor of the "DWA 2.0 Project". Estimate duration of engagement is between 12-18 months.

In-Scope Activities

The primary overarching responsibility for this role is the successful delivery of the "DWA 2.0 Project" as scoped and approved by senior Agency leadership. Within this role;

- Work with SMEs, the Steering Committee, third-party vendor(s) and the DWA 2.0 Project Executive Sponsor to work through all phases of the project(s); developing clear, well vetted, and fully approved project materials that will then be communicated for full buy-in and execution as appropriate
- Develop detailed project and/or program plans, identifying and gaining buy-in for critical milestones, and agreed upon deliverables and quality standards
- Regularly track and report on budget status and project progress versus time allotted, scope alignment and overarching financial controls specific to project/program efforts (e.g. invoice processing)
- Working under the direction of the Finance Director, ensure with both internal and external stakeholders that there is a consistent approach to planning, design and implementation throughout each project that falls into DWA 2.0 Project / Program, particularly in communication and documentation, as needed, detailed analysis to determine required budget, resources, risks and identify ongoing constraints to the project's execution.
- Communicate and escalate to the Finance Director and the project's Steering Committee of the overall project(s) progress, timelines, risks, issues, budget information and scope changes.

- Communicate progress through formal dashboards / reports / meetings; based on the needs of the different and specific audience groups.
- Contribute to preparing functional team and executive level presentations when requested.
- Track project plans, milestones and deliverables status and assess any impacts changes will have on cost, resourcing and schedules.
- Prepare parent/child-style, integrated Gantt charts to appropriately assess project & workstream status, dependencies and identify/manage critical paths.
- Work with internal teams and third-party vendors to develop and validate software release and/or implementation schedules throughout project/program life, establishing cadence and expectations for post launch software updates and eventual deployment and adoption of solution / process.
- "Identify risks/issues, suggest mitigation actions, and collaborate with stakeholder for resolution"

Timing and Duration:

From July 2022 until January 2024

Anticipated 40-hours per week

Billable Rate / Terms:

Hourly Rate: \$130/per hour

Travel & Expenses: Airline flight(s), lodging, and rental car at cost, and \$100 per day meal per diem, only after written approval received by Agency. Anticipated 20 days of travel for the duration of the project within this Statement of Work for key milestones/events.

Invoicing: Monthly - On or before the 1st day of each month

GENERAL MANAGER'S REPORT JULY 5, 2022

Damaged Service - Ramona Villas

On June 17 at approximately 5:45 a.m., Construction stand-by responded to a 2-inch PE service blowout at Ramona Villas (North side of Ramon Rd., between Ramon Rd. and Sunny Dunes Rd.). The property manager reviewed security video footage and informed the field crew that the leak started around midnight. Based on that information, staff estimates that water flowed for about 6 hours, with an estimated water loss of approximately 300,000 gallons. The service was replaced and staff completed the cleanup in the area that same morning. The landscape around the meter was the only damage that occurred. There was also some flooding in the carport area, as shown in the photo below. Most of the water traveled down the street and onto Sunny Dunes Road where it then entered a storm drain catch basin located near Sunrise Way.



Ramona Villas (Cont.)





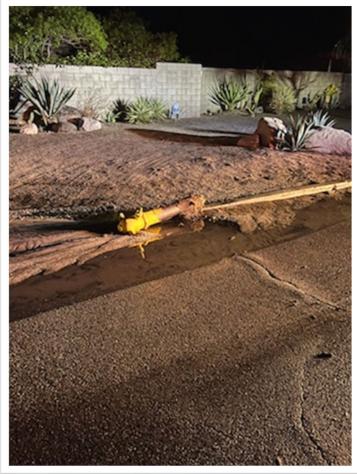
<u>Damaged Hydrant - Indian Canyon Drive</u>

On June 24 at approximately 1:00 a.m., Construction stand-by responded to a hit fire hydrant located on the southwest corner of N. Indian Canyon Dr. and Rochelle Rd. The hydrant has been replaced and once it has been chlorinated and passed bacteriological testing, it will be placed back in service. The water loss was from a fully open 6-inch fire hydrant bury which flowed for approximately 2 hours. It took 4 times longer to shut off the water because the mud and debris made it difficult to find the valve can. In addition, the mud entered the valve can and had to be vacuumed out to access the valve to shut the water off.



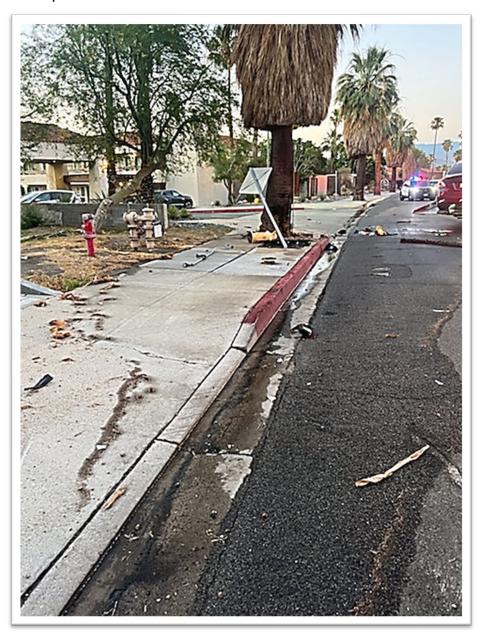
Indian Canyon Drive (Cont.)





<u>Damaged Hydrant – N. Palm Canyon Dr.</u>

On June 26 at approximately 5:30 a.m., Construction stand-by responded to a hit fire hydrant located at 1900 N. Palm Canyon Drive (east side, south of W. Via Escuela). Staff placed the hydrant back into service. The water loss was from a fully open fire hydrant bury which flowed for approximately 30 minutes. A police report was filed.



N. Palm Canyon Dr. (Cont.)



DWA Office Closed

The Agency will be closed on Monday, July 4 in observance of the holiday.



SYSTEM LEAK DATA

(PERIOD BEGINNING JUN 11, 2022 THRU JUN 27, 2022)

(1 EMOD BEGINNING JON 21, 2022)					
		PIPE DIAMETER			PIPE
STREET NAME	NUMBER OF LEAKS	(INCHES)	YEAR INSTALLED	PIPE MATERIAL	CONSTRUCTION
ANDREAS RD	5	6	1958	STEEL	BARE/UNLINED
CALLE ROCA / CALLE CHIA	5	4	1954	STEEL	BARE/UNLINED
AVENIDA CABALLEROS	4	14	1953	STEEL	BARE/UNLINED
SUNNY DUNES RD	3	6	1946	STEEL	BARE/UNLINED
RAMON RD	3	6	1955	STEEL	BARE/UNLINED
COMPADRE RD	3	6	1958	STEEL	BARE/UNLINED
STEVENS RD	2	8	1951	STEEL	BARE/UNLINED
CALLE DE CARLOS	2	4	1946	STEEL	BARE/UNLINED
W NICOLA RD	2	4	1955	STEEL	BARE/UNLINED
VIA VAQUERO RD	2	4	1958	STEEL	BARE/UNLINED
RAMON RD	1	12	1956	STEEL	BARE/UNLINED
INDIAN CANYON DR	1	6	1951	STEEL	BARE/UNLINED
GRENFALL RD	1	6	1952	STEEL	BARE/UNLINED
LOUELLA RD	1	6	1955	STEEL	BARE/UNLINED
CALIENTE DR	1	6	1956	STEEL	BARE/UNLINED
CAMINO PAROCELA	1	4	1946	STEEL	BARE/UNLINED
CERRITOS DR	1	4	1946	STEEL	BARE/UNLINED
S RIVERSIDE DR	1	4	1948	STEEL	BARE/UNLINED
N RIVERSIDE DR	1	4	1948	STEEL	BARE/UNLINED
PATENCIO LN	1	4	1951	STEEL	BARE/UNLINED
ROSE AVE	1	4	1953	STEEL	BARE/UNLINED
CALLE SANTA ROSA	1	4	1953	STEEL	BARE/UNLINED
CERRITOS RD	1	4	1955	STEEL	BARE/UNLINED
DAVIS WY	1	4	1957	STEEL	BARE/UNLINED
VISTA ORO	1	4	1958	STEEL	BARE/UNLINED

TOTAL LEAKS IN SYSTEM:

46

Streets highlighted in green are included as part of the

2020/2021 Replacement Pipeline Project

Streets highlighted in blue are being proposed as part of the

2021/2022 Replacement Pipeline Project

Vista Chino 20" mainline replacement design is being developed

F.Y. 2021/2022 budget for design

SYSTEM INFORMATION:	
OLDEST PIPE IN THE SYSTEM (YEAR OF INSTALLATION):	1935
AVERAGE YEAR OF INSTALLATION OF UNLINED STEEL PIPE (SYSTEMWIDE):	1952
AVERAGE AGE OF UNLINED STEEL PIPE (SYSTEMWIDE):	66 YEARS
AVERAGE AGE OF PIPELINE AT THE TIME OF REPLACEMENT:	68 YEARS
TOTAL LENGTH OF PIPE IN SYSTEM OLDER THAN 70 YEARS (LINEAR FEET):	117,721
TOTAL LENGTH OF UNLINED PIPE SYSTEMWIDE (LINEAR FEET):	297,672
*AVERAGE LENGTH OF PIPE REPLACED ANNUALLY (LINEAR FEET):	15,000
PROJECTED TIME FRAME FOR 100% REPLACEMENT OF UNLINED STEEL PIPE:	16 YEARS
PROJECTED TIME FRAME FOR 100% REPLACEMENT OF PIPE OLDER THAN 70 YEARS:	9 YEARS
YEAR AGENCY TRANSITIONED TO CEMENT LINED STEEL PIPE:	1960

*PLEASE NOTE THIS FIGURE REPRESENTS THE AVERAGE LINEAR FOOTAGE OF PIPELINE REPLACED ANNUALLY GIVEN AN AVERAGE ANNUAL BUDGET OF \$3 MILLION.



General Manager's Meetings and Activities

Meetings:

06/21/22	DWA Bi-Monthly Board Meeting	Conf Call
06/21/22	Mission Creek Subbasin Quarterly GMs Meeting	Conf Call
06/22/22	SWC CalPERS Meeting	Conf Call
06/22/22	Agua Caliente Water Authority Meeting (Metzger)	Conf Call
06/22/22	DWA Conservation & Public Affairs Committee Meeting	Conf Call
06/23/22	DWA IT Department Computer Change out	Conf Call
06/23/22	SGMA Tribal Workgroup Q2	Conf Call
06/23/22	WWRF BLM Grant Right of Way All Team Meeting	Conf Call
06/24/22	Tribal Mediation Technical Sub Group Meeting	Conf Call
06/27/22	DWA Weekly Staff Meetings	Conf Call
06/27/22	DWA/CVWD/MET Monthly Coordination Meeting	Conf Call
06/28/22	DWA IT Department Update Meeting	Conf Call
06/28/22	WWRF BLM Right of Way Cooperators Meeting	Conf Call
06/29/22	SWC Annual SWPCA Board Meeting	Conf Call
06/30/22	DWA Executive Committee Meeting	Conf Call
07/01/22	SWP DCP Update	Conf Call
07/04/22	DWA Holiday	
07/05/22	DWA Bi-Monthly Board Meeting	Conf Call

Activities:

- 1) 2022 DWA Voting District Boundaries
- 2) DWA Rate Study
- 3) DWA Surface Water Rights
- 4) COVID 19 Water and Sewer Arrearages
- 5) Water Supply Planning DWA Area of Benefit
- 6) Sites Reservoir Finance
- 7) DCP Financing
- 8) Lake Perris Seepage Recovery Project Financing
- 9) Recycled Water Supply Strategic Planning
- 10) Recycled Water Rate
- 11) AQMD Rule 1196
- 12)DWA Digital Transformation Project
- 13) DWA Organizational Restructuring
- 14)DWA Tax Rate Analysis
- 15)DWA Staff Succession Planning
- 16)Palm Springs Aerial Tramway Water Supply 2022
- 17)SWP Contract Extension Amendment
- 18)DWA Remote Meter Reading Fixed Network
- 19)State and Federal Contractors Water Authority and Delta Specific Project Committee (Standing)
- 20) Whitewater River Surface Water Recharge

Activities: (Cont'd)

- 21) Replacement Pipelines 2021-2022
- 22)DC Project Finance JPA Committee (Standing)
- 23)DWA/CVWD/MWD Operations Coordination/Article 21/Pool A/Pool B/Yuba Water (Standing)
- 24) DWA/CVWD/MWD Exchange Agreement Coordination Committee (Standing)
- 25)SWP 2022 Water Supply
- 26)ACBCI Water Rights Lawsuit
- 27) Whitewater Hydro Operations Coordination with Recharge Basin O&M
- 28) Whitewater Spreading Basins BLM Permits
- 29) Delta Conveyance Project Cost Allocation
- 30)MCSB Delivery Updates
- 31) Well 6 Meaders Cleaners RWQB Meetings
- 32)SWP East Branch Enlargement Cost Allocation
- 33)WQCB Update to the SNMP